

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DAPHNE BENTLEY,

Plaintiff,

-against-

PEACE AND QUIET REALTY 2 LLC,
A.G. PARKER, INC., JOHN PARKER and
ROBERT THOMAS,

Defendants.

05-CV-917 (NGG)(SMG)

STIPULATION OF SETTLEMENT
AND DISCONTINUANCE
AND RELEASE

WHEREAS, the plaintiff Daphne Bentley states that she is the tenant of apartment D3 located on the fourth floor of the building known as 512 Eastern Parkway, Brooklyn, New York, and she has occupied said apartment as a rent stabilized tenant for approximately the past twenty four (24) years, and

WHEREAS, the plaintiff Daphne Bentley states that she is physically handicapped and has difficulty climbing the stairs in the building to her fourth-floor apartment, and that she has requested the owner of the building, Peace and Quiet Realty 2 LLC, by its managing agents, to reasonably accommodate her physical handicap, by transferring her tenancy to apartment A2 located on the first floor of the building, which has recently become vacant, and that she desires to relinquish possession and vacate her apartment D3 and move into apartment A2 at her own cost and expense, and

WHEREAS, the plaintiff Daphne Bentley has commenced the above-entitled action pursuant to the provisions of the Fair Housing Amendments Act, 42 U.S.C. § 3601 *et seq.* and other laws, to require the defendants, Peace and Quiet Realty 2 LLC and

its managing agents A.G. Parker, Inc., John Parker and Robert Thomas to reasonably accommodate the plaintiff's physical handicap by granting her a preference in renting apartment A2 to her at a rent that is approximately the same rent as her current rent for apartment D3, and

WHEREAS, the defendants state that they have never discriminated against the plaintiff Daphne Bentley, and have offered to rent apartment A2 to her upon the plaintiff relinquishing possession and vacating apartment D3, and

WHEREAS, all the apartments in the building are subject to the Rent Stabilization Laws of the State and City of New York, and the legal rent stabilized rent of the previous tenant of apartment A2 was \$833.00 per month, and the owner is entitled to a vacancy rent increase of 20% above the previous tenant's registered rent, but that the owner is willing to rent apartment A2 to the plaintiff under a rent stabilized lease at the preferential rent of \$833.00 per month, it is hereby,

STIPULATED AND AGREED BY AND BETWEEN the undersigned plaintiff Daphne Bentley and the undersigned defendants Peace and Quiet 2 Realty LLC, A.G. Parker, Inc., John Parker and Robert Thomas, and their respective attorneys that this action shall be and hereby is discontinued with prejudice, without costs and expense on behalf of any party, upon the following terms and conditions:

(1) The landlord Peace and Quiet Realty 2 LLC and the tenant Daphne Bentley shall execute a written rent stabilized one-year lease for apartment A2 commencing July 1, 2005 and ending June 30, 2006 at the preferential rent of \$833.00 per month; and that as long as Bentley shall continue to personally occupy apartment A2 as her primary residence all future rent adjustments for renewal leases shall be based

upon the preferential rent of \$833.00 per month, plus the lease renewal adjustments.

Upon Daphne Bentley ceasing to personally occupy apartment A2 as her primary residence, the owner shall be entitled to the full legal rent.

(2) That upon the plaintiff Daphne Bentley vacating and relinquishing possession of apartment D3 to the owner Peace and Quiet Realty 2 LLC, and plaintiff having left the apartment unoccupied and in broom clean condition on or about July 1, 2005, and having turned the keys to apartment D3 over to the building owner, Bentley shall be entitled to take possession as tenant and occupy apartment A2 pursuant to the lease for apartment A2 between the owner and Bentley, described above, and pursuant to the Rent Stabilization Law and Code.

(3) That Bentley agrees that the building and apartment A2 is satisfactory to accommodate her physical needs and requirements, and that she accepts apartment A2 and its fixtures and equipment in its current condition except that she does not waive any rights under the Warranty of Habitability or the Housing Maintenance Code.

(4) That the undersigned plaintiff and the undersigned defendants hereby mutually release each other from any and all claims and causes of action of any type, including any claims, demands and cause of action heretofore made arising out of the plaintiff's physical needs for reasonable accommodations under any laws, statutes and codes of the United States, the State of New York and the City of New York.

(5) That the above-entitled action and the temporary injunction hereby be and are discontinued with prejudice, and without costs, fees and expenses to any party.

(6) The signatures herein reproduced by facsimile or copier are deemed sufficient for the purposes of this stipulation.

Daphne Bentley
Daphne Bentley

Ashwani Prabhakar
Diane E. Lutwak, Esq.
Attorney for Plaintiff
By: Ashwani Prabhakar, of Counsel

Robert Thomas
Peace and Quiet Realty 2, LLC
by Robert Thomas, President

John Parker
A.G. Parker, Inc., by John Parker, President

Robert Thomas
Robert Thomas

John Parker
John Parker

Lionel Alan Marks
Lionel Alan Marks, Esq.
Attorney for Defendants

SO ORDERED.

NICHOLAS G. GARAUFIS
United States District Judge